

Prepared by:
Morris & Associates
2309 Oliver Road
Monroe, Louisiana 71201
Telephone: 318-330-9020
John C Morris IV Bar# 103716

Record
2nd

Return To:
Morris & Associates
2309 Oliver Road
Monroe, Louisiana 71201
Telephone: 318-330-9020

SUBSTITUTION OF TRUSTEE

Lot 593, Section N, Magnolia Estates S/D, in Sec. 35, T-1-S, R-6-W, Plat Book 52, Page 43, Desoto Co., MS

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Grantor:

The Bank of New York Mellon, f/k/a The Bank of New York, successor in interest to JPMorgan Chase Bank, N.A. as Trustee for Structured Asset Mortgage Investments II Inc., Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates, Series 2005-5
8480 Stage Coach Circle
Frederick, MD 21701
800-662-3806

Grantee:

John C Morris IV
2309 Oliver Road
Monroe LA 71201
318-330-9020

Pursuant to the provisions of that certain Deed of Trust executed on March 18th, 2005, by Richard A. Bodnar and wife, Cynthia G. Bodnar, 10415 Kristen Drive, Olive Branch, MS 38654, as Trustor, to Jim B. Tohill, as Trustee, for the benefit of Ameriquest Mortgage Company 1100 Town and Country Road, Suite 200, Orange, CA, 92868, as Beneficiary, recorded on 3/29/2005 in Book 2184, page 194, in the office of Chancery Clerk of DeSoto County, Mississippi; to secure an obligation under a Promissory Note in the amount of \$ 107,100.00; [and assigned to The Bank of New York Mellon, f/k/a The Bank of New York, successor in interest to JPMorgan Chase Bank, N.A. as Trustee for Structured Asset Mortgage Investments II Inc., Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates, Series 2005-5 by Assignment executed October 25th, 2012]. The undersigned, as present holder of the Note, does hereby remove Jim B. Tohill, as Trustee and does, pursuant to the terms of the Deed of Trust or statute, hereby remove any Substitute Trustee or Trustees who may have been previously appointed in place of the original Trustee, and does hereby appoint and substitute John C Morris IV, of 2309 Oliver Rd, Monroe, Ouachita Parish, Louisiana 71201, to serve, effective immediately, as Substitute Trustee in the Deed of Trust, and to replace the Trustee named in the Deed of Trust. Said Substitute Trustee is qualified to serve as Trustee under the laws of this state.

The undersigned hereby revokes all other substitutions of trustee which it may have executed, appointed or

filed in the past, giving and granting to said Substitute Trustee all the powers, duties and authority of the discharged Trustee, and hereby ratifying all acts of said Substitute Trustee heretofore or hereafter performed. Said Substitute Trustee shall, in accordance with the provisions of the deed of trust, succeed to all the title, powers and duties conferred upon the Original Trustee(s) by the terms of said deed of trust and by applicable law.

At the time of the execution of the Deed of Trust, this property was reported to have an address of: 10415 Kristen Drive, Olive Branch, MS 38654. The legal description is as follows:

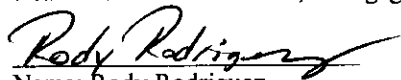
Lot 593, Section N, Magnolia Estates, Subdivision, located in Section 35, Township 1 South, Range 6 West, DeSoto County, Mississippi Plat Book 52, Page 43-44, in the Register's Office for DeSoto County, Mississippi which plat reference is hereby made for a more particular description of said property.

Being the same property conveyed to Richard A. Bodnar and wife, Cynthia G. Bodnar by deed from Richard A. Bodnar and wife, Cynthia G. Bodnar G. Bodnar filed for record in Book 323, Page 330, Register's Office for DeSoto County Mississippi, dated 10-10-97.

This document was prepared by Morris & Associates. In witness whereof, the undersigned holder of the Note has executed this document. If the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

Executed this 9th day of November, 2012.

Wells Fargo Bank, N.A., as servicing agent for The Bank of New York Mellon, f/k/a The Bank of New York, successor in interest to JPMorgan Chase Bank, N.A. as Trustee for Structured Asset Mortgage Investments II Inc., Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates, Series 2005-5



Name: Rody Rodriguez
Title: Vice President Loan Documentation
Company: Wells Fargo Bank, N.A.
Date: 11/09/2012

After Recording return to:

Name

Address

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **THE BANK OF NEW YORK MELLON F/K/A THE BANK OF NEW YORK as successor in interest to JP Morgan Chase Bank, National Association** having an office at 101 Barclay Street, NYC, NY 10286 (the "Bank"), hereby appoint **Wells Fargo Bank, N.A.**, to be the Bank's true and lawful Attorneys-in-Fact (the "Attorneys") to act in the name, and on behalf, of the Bank with power to do only the following in connection with the trusts included on **Schedule A**, on behalf of the Bank:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recordings is for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued and said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured.
2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.
3. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.
4. The completion of loan assumption agreements and modification agreements.
5. The full or partial satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
6. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
7. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.
8. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or recession of termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
 - a. the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
 - b. the preparation and issuance of statements of breach or non-performance;
 - c. the preparation and filing of notices of default and/or notices of sale;
 - d. the cancellation/rescission of notices of default and/or notices of sale;

e. the taking of a deed in lieu of foreclosure; and

f. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e., above; and

9. to execute any other documents referred to in the above-mentioned documents or that are ancillary or related thereto or contemplated by the provisions thereof; and

to do all things necessary or expedient to give effect to the aforesaid documents including, but not limited to, completing any blanks therein, making any amendments, alterations and additions thereto, to endorse which may be considered necessary by the Attorney, to endorse on behalf of the Trustee all checks, drafts and/or negotiable instruments made payable to the Trustee in respect of the documents, and executing such other documents as may be considered by the Attorney necessary for such purposes.

The relationship of the Bank and the Attorney under this Power of Attorney is intended by the parties to be that of an independent contractor and not that of a joint venturer, partner, or agent.

This Power of Attorney is effective for one (1) year from the date hereof or the earlier of (i) revocation by the Bank, (ii) the Attorney shall no longer be retained on behalf of the Bank or an affiliate of the Bank; or (iii) the expiration of one year from the date of execution.

The authority granted to the Attorney by the Power of Attorney is not transferable to any other party or entity.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflicts of law principles.

All actions heretofore taken by said Attorney, which the Attorney could properly have taken pursuant to this Power of Attorney, be, and hereby are, ratified and affirmed.

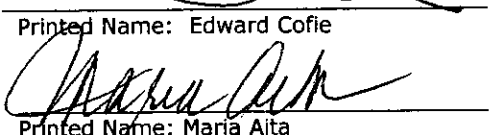
IN WITNESS WHEREOF, The Bank of New York Mellon f/k/a The Bank of New York successor in interest to JPMorgan Chase Bank, National Association as Trustee pursuant to the Pooling and Servicing Agreements listed on Schedule A hereto attached and these present to be signed and acknowledged in its name and behalf by Loretta A. Lundberg and Steven A. Chrysanthis its duly elected and authorized Managing Director and Vice President this 29th day of June, 2012.

The Bank of New York Mellon, f/k/a The Bank of New York, successor in interest to JPMorgan Chase Bank, N.A. as Trustee for the securitizations listed on Schedule A

By: 
Name: Loretta A. Lundberg
Title: Managing Director

By: 
Name: Steven A. Chrysanthis
Title: Vice President

Witness: 
Printed Name: Edward Cofie

Witness: 
Printed Name: Maria Aita

ACKNOWLEDGEMENT

STATE OF NEW YORK §

COUNTY OF KINGS §

On the 29th day of June in the year 2012 before me, the undersigned, personally appeared Loretta A. Lundberg and Steven A. Chrysanthis, known to be or proved to me on the basis of satisfactory evidence to be the Managing Director and Vice President, respectively of The Bank of New York Mellon, as Trustee and acknowledged that they executed the same as their free act and deed and the free act and deed of the Trustee.

Subscribed and sworn before me this 29th day of June, 2012



NOTARY PUBLIC
My Commission expires
TSILYA ZUBATAYA
NOTARY PUBLIC, State of New York
No. 01ZU6233194
Qualified in Kings County
Commission Expires Dec. 27, 2014

Schedule A

Pooling and Servicing Agreements

Bear Stearns Asset Backed Securities Trust 2004-SD4, dated as of October 1, 2004

Bear Stearns Asset Backed Securities Trust 2005-SD1, dated as of January 1, 2005

Bear Stearns Asset Backed Securities Trust 2005-SD2, dated as of April 1, 2005

Bear Stearns Asset Backed Securities Trust 2005-SD3, dated as of July 1, 2005

Bear Stearns Asset Backed Securities Trust 2005-SD4, dated as of July 1, 2005

Bear Stearns Asset Backed Securities Trust 2006-2, dated as of December 5, 2006

Bear Stearns Asset Backed Securities Trust 2006-3, dated as of July 1, 2006

Bear Stearns Asset Backed Securities Trust 2006-4, dated as of October 1, 2006

Bear Stearns Asset Backed Securities Trust 2006-SD1, dated as of February 1, 2006

Bear Stearns Asset Backed Securities Trust 2006-SD2, dated as of July 1, 2006

Bear Stearns Asset Backed Securities Trust 2006-SD3, dated as of August 1, 2006

Bear Stearns Asset Backed Securities Trust 2006-SD4, dated as of October 1, 2006

Bear Stearns Asset Backed Securities Trust 2007-1, dated as of January 1, 2007

Structured Asset Mortgage Investments II Inc., Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates, Series 2005-2, dated as of February 1, 2005

Structured Asset Mortgage Investments II Inc., Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates, Series 2005-3, dated as of March 1, 2005

Structured Asset Mortgage Investments II Inc., Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates, Series 2005-4, dated as of April 1, 2005

Structured Asset Mortgage Investments II Inc., Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates, Series 2005-5, dated as of May 1, 2005

Structured Asset Mortgage Investments II Inc., Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates, Series 2005-7, dated as of July 1, 2005

Structured Asset Mortgage Investments II Inc., Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates, Series 2005-8, dated as of August 1, 2005

Structured Asset Mortgage Investments II Inc., Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates, Series 2005-9, dated as of September 1, 2005

Structured Asset Mortgage Investments II Inc., Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates, Series 2005-10, dated as of December 1, 2005

Bear Stearns Asset Backed Securities I LLC, Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates Series 2006-1, dated as of October 6, 2006

Structured Asset Mortgage Investments II Inc., Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates, Series 2006-2, dated as of October 6, 2006

Structured Asset Mortgage Investments II Trust 2004-AR7, Mortgage Pass-Through Certificates, Series 2004-AR7, dated as of November 1, 2004

Structured Asset Mortgage Investments II Trust 2005-AR3, Mortgage Pass-Through Certificates, Series 2005-AR3, dated as of June 1, 2005

Structured Asset Mortgage Investments II Inc., Prime Mortgage Trust, Mortgage Pass-Through Certificates, Series 2005-1, dated as of January 1, 2005

North Carolina
Wake County

I, Anne Venable Holcomb, a Notary Public of Wake County and State of North Carolina, do hereby certify that Rody Rodriguez personally came before me this day and acknowledged that he/she is the Vice President Loan Documentation, of Wells Fargo Bank, N.A., as servicing agent for The Bank of New York Mellon, f/k/a The Bank of New York, successor in interest to JPMorgan Chase Bank, N.A. as Trustee for Structured Asset Mortgage Investments II Inc., Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates, Series 2005-5 and that he/she, as Vice President Loan Documentation being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this 9th day of November, 2012.

Anne Venable Holcomb (Signature) (Official Seal)

Anne Venable Holcomb Notary Public

My commission expires 07/10/2015

